

WHEREAS, Local Social Services Districts are authorized pursuant to Sections 365-a (2) (d) and 367-p of the New York State Social Services Law and Title 18 of the Code of Rules and Regulations and/or other applicable regulations to provide personal care services and nursing services to persons eligible to receive such services; and

WHEREAS, the District is desirous of obtaining personal care services and selected nursing services to be rendered to recipients of medical assistance in adult homes for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto,

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

1. The relationship of the provider to the district shall be that of independent contractor. The provider, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the State by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workmen's Compensation coverage or retirement membership or credits.

2. The provider(s) agree(s) to provide personal care services and related nursing supervision, as defined in regulations set forth at NYCRR 505.14 to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district pursuant to the order(s) and/or prescription(s) of a physician in accordance with a plan of treatment to be supervised by a registered nurse employed by the provider and subject to the conditions set forth in 18 NYCRR 505.14 or superseding regulations, provided, however, that Medicaid reimbursement under this contract for such services shall not include reimbursement for Level I Personal Care Services as defined in 18 NYCRR 505.14(a)(6)(I).

3. The provider(s) agree(s) to provide nursing services to recipients of medical assistance (Medicaid) as defined in Title II of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district pursuant to the order(s) and/or prescription(s) of a physician in accordance with a plan of treatment subject to the conditions provided for in the regulations set forth in Title 18 of the New York Code of Rules and Regulations, provided, however, that such nursing services shall be limited to sterile dressing changes and to subcutaneous and/or intramuscular injections and all other related nursing tasks associated with the administration of sterile dressing changes and subcutaneous and/or intramuscular injections.

4. The personal care services and nursing services will be rendered as authorized by the district at the locations specified by the district during the term of this agreement and should be provided for particular recipients only as long as authorized, pursuant to the district's direction as to frequency, type, and amount.

5. The district shall not be obligated to utilize the services of the provider(s), and the district or the New York State Department of Health shall, in its discretion be authorized to terminate any agreement or request for services to be rendered to any or all recipient(s) upon notification to the provider(s), its agent(s) or employee(s). The cessation of services to a particular recipient shall not render this entire agreement void or voidable. Except for emergencies, the district shall give the provider thirty (30) days notice of an intention to terminate the services of the provider to any individual who would otherwise remain eligible to continue receiving said services. In the event of termination, the provider shall promptly transfer any and all records pertaining to any individual who has been or is receiving services provided by the provider to the local district or to any subsequent provider designated by the district.

6. This agreement shall be valid and binding for the time period set forth below, except that if the time period set forth continues beyond one year from the effective date of this agreement, the agreement shall be voidable any time after the end of one year at the option of the local social services district or the New York State Department of Health. Neither the district nor the State Department of Health shall be obliged to renew or extend the terms of this contract.

7. The district shall reimburse the provider(s) at rate(s) established annually by the State Department of Health. The provider(s) shall not be required without its (their) consent to provide the services at a decreased rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered by consent.

8. The provider(s) agree(s) that the social services district retains the right to maintain and continue case management for any recipients of medical assistance (Medicaid) and that all the activities of the provider shall be subject to the monitoring of the local social services department and the State Department of Health.

9. The provider(s) agree(s) that all employees rendering personal care or other services to medical assistance recipients shall have successfully completed a basic training program as defined in 18 NYCRR 505.14 or superseding regulations and participated in on-the-job and in-service training pursuant to a plan submitted to and approved by the New York State Department of Health.

10. The provider(s) will cooperate and participate as directed by the local district or the New York State Department of Health, in any endeavors incident to the rendering of personal care services and or nursing services, including, but not limited to, testimony for fair hearings for recipients, grievance hearings and notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services and/or nursing services by the provider.

11. The provider(s) shall make the necessary and/or required employer payroll reports, deductions, and tax insurance, or other payments, including, but not limited to, providing for workmen's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withhold federal, state and local income taxes and comply with any other legal or customary requirements. The provider(s) shall conduct their affairs in a manner such that neither the local district nor the New York State Department of Health will be held liable (and/or shall be held harmless) for any actions or omissions of the provider(s), its employees, agents, or other representatives.

12. The provider(s) shall obtain and maintain in full force and effect liability or other insurance that protects the local district and/or the New York State Department of Health from any potential liability that may accrue as a result of any actions of the provider(s). Such coverage may be an endorsement to an existing policy of the provider(s). Regardless of form or manner of coverage, the insurer shall be requested by the provider(s) to provide the local district with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the district at least (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

13. The provider(s) agree(s) to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all

reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the district, as well as by federal personnel when federal funds are being utilized in making payments to the provider. The provider agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the district and duly authorized by the State Department of Health.

14. The provider(s) agree(s) to maintain program and statistical records to produce program narrative and statistical data at times as prescribed by, and on forms furnished by, the local district as duly authorized by the State Department of Health.

15. The provider(s) agree(s) to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any person duly authorized by the district shall have full access to and the right to examine any of said materials during said period.

16. The district and the provider(s) shall observe and require the observance of applicable federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except such examination of records by the district and/or the New York State Department of Health as may be necessary to assure that the purpose of the agreement will be effectuated, and/or as necessary to otherwise comply with the district's requirements and obligations under law.

17. The provider(s) agree(s) that it has notified or will notify the district and/or the New York State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement of services rendered to recipients are shared among or transferred between the provider(s) and any other entity(ies). If the provider(s) makes any disbursement from any governmental agency, the district and/or the New York State Department of Health shall be notified.

18. (a) The terms set forth in Appendix A appended hereto (Revision of May 1978) shall be made a part hereof and shall be incorporated herein.

(b) The provider(s) agree(s) to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246, entitled "Equal Employment Opportunities," and regulations issued pursuant thereto as contained in 41 CFR Part 60 and/or any other federal or State regulation or laws.

(c) The provider(s) agree(s) to observe and comply with the federal regulations contained in 45 CFR 84, entitled "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

19. Local variations, if any, shall be set forth in an Appendix B, appended hereto and shall be effective only if the terms and form of such variation have been approved in writing by the New York State Department of

Health and reference to such approval is indicated thereon. If the terms of any such local variations conflict with the meaning of the terms in the main body of this contract, the words and meaning in the main body shall be controlling to the exclusion of the local variations unless a separate executed agreement between the State Department of Health and the local district explicitly provides otherwise and a copy of said agreement is appended hereto.

20. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates do not conflict with rates authorized or accepted by the State Department of Health, shall constitute the total amount of payment for such medical assistance services, and no additional reimbursement to the provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth.

21. The parties agree to renegotiate this agreement in the event that the federal government and/or the New York State Department of Health issue new or revised requirements on the district as a condition for receiving continued federal or state reimbursement.

22. This agreement may be amended whenever determined necessary by the district and the provider(s), if such amendments are approved by the New York State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.



23. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS THEREOF, the parties here unto have signed and executed this agreement on the date(s) indicated opposite their respective signatures.

COUNTY SOCIAL SERVICES DEPARTMENT

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDER

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_